

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark Alan, Human Resources Director (954) 797-1169

SUBJECT: Resolution ratifying the Fraternal Order of Police (FOP)
collective bargaining agreement (CBA)

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE FRATERNAL ORDER OF POLICE (FOP).

REPORT IN BRIEF:

This resolution ratifies the negotiated Collective Bargaining Agreement (CBA) between the Town of Davie and the Fraternal Order of Police (FOP), a copy of which is attached as Exhibit "A". On June 11, 2002 the membership of FOP Lodge #100 voted to accept this CBA which will take effect upon adoption of this resolution and which will remain in effect through September 30, 2004.

PREVIOUS ACTIONS: Not Applicable

CONCURRENCES: Not Applicable

FISCAL IMPACT:

Has request been budgeted? Yes (for FY01/02)
Account Name: Employee Salary and Benefits Accounts

RECOMMENDATION(S): Motion to approve the Resolution

Attachment(s):

- Resolution
- Exhibit "A" - negotiated CBA between the Town of Davie and the FOP

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE FRATERNAL ORDER OF POLICE (FOP).

WHEREAS, a collective bargaining agreement between the Town and the Fraternal Order of Police (FOP) has been agreed upon and ratified by the FOP; and

WHEREAS, the above will serve to provide harmonious relations between the Town and the FOP.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby ratify the collective bargaining agreement with the FOP, attached hereto as Exhibit "A."

SECTION 2. The Mayor and the Town Administrator are hereby authorized to execute the collective bargaining agreement.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2002

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2002

COLLECTIVE BARGAINING AGREEMENT

TOWN OF DAVIE

AND

FRATERNAL ORDER OF POLICE

October 01, 2001 - September 30, 2004

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PREAMBLE

This Agreement is entered into by the Town of Davie, Florida, hereinafter referred to as the "Town," and the Fraternal Order of Police, hereinafter referred to as the "Union," for the purpose of promoting harmonious relations between the Town and the Union to establish an orderly and peaceful procedure, to settle differences which might arise and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work, and conditions of work, and other conditions of employment and to encourage more effective employee service in the public interest.

This Union understands that the Town is engaged in furnishing essential public service which affects the health, safety and welfare of the general public and the Union recognizes the need to provide continuous and reliable service to the public.

This agreement reduces to writing the understanding of the Town and the Union to comply with the requirements contained in Chapter 447 Florida Statutes as amended.

ARTICLE 1

UNION RECOGNITION

In accordance with the Public Employees Relations Commission Certification Number 1035, the Town recognizes the Union as the exclusive Bargaining Agent to represent the below-described public employees for the purposes of collective bargaining with respect to wages, hours, health, safety and terms and conditions of employment:

Included: Full time sworn law enforcement personnel in the classification of police officer, police sergeant and police lieutenant.

Excluded: All other employees of the Town of Davie.

ARTICLE 2

MANAGEMENT RIGHTS

The Union agrees that the Town has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; and the powers or authority which the Town has not officially abridged, delegated or modified by the provisions of this agreement are retained by the Town. The rights of the Town, through its management officials, shall include but shall not be limited to the right to determine the organization of Town Government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the Town; to set standards for service to be offered to the public; to direct the employees of the Town; schedule employees in positions with the Town; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work; to establish, modify, combine or abolish job pay positions; to determine the method and means for selection for initial hire and for promotions (determination of method and means for promotions will be in accord with article 15 of this agreement); to change or eliminate existing methods of operation, equipment or facilities. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matter have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

The Town has the sole authority to determine the purpose and mission of the Town, to prepare and submit budgets to be adopted by the Town Council. Those inherent managerial functions, prerogatives and policy-making rights which the Town has not expressly modified or restricted by a specific provision of this agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

In the event the Town exercises its management rights pursuant to Article 2 in such a manner so as to materially affect a bargaining unit employee's wages, hours, or terms and conditions of employment, the Town agrees to the following procedure. The Town will provide the FOP with written notice of its determination. The FOP will have seven (7) calendar days within which to request impact bargaining. Said request shall be in writing and shall identify the alleged impact of the Town's determination. The parties will immediately engage in impact bargaining. Impact bargaining will be conducted in accordance with state law.

ARTICLE 3

PREVAILING RIGHTS

All terms and conditions of employment which apply throughout the department to members of the bargaining unit on the effective date of this Agreement and which are not specifically referred to in this Agreement, but which are contained in Town Ordinances, Resolutions, written direction of the Town Administrator and/or the Chief of Police, shall not be changed by the Town without the mutual consent of both parties.

ARTICLE 4

SERVICES TO THE UNION

- 4.1 The Town shall furnish the Union office a current copy of all written rules or regulations pertaining to employer/employee relations: Police Department Rules and Regulations, Police Department Policy and Procedures, and similar material distributed to members of the bargaining unit.
- 4.2 Union representatives shall be allowed to communicate official union business to members in non-work areas during breaks, lunches, and before and after work.
- 4.3 The Town shall provide on a semi-annual basis a copy of the roster which includes names, step and grade of bargaining unit members upon written request of the Union.

ARTICLE 5

UNION BUSINESS

- 5.1 Up to two (2) on-duty members of the Union's bargaining team shall be allowed to attend official bargaining sessions without loss of pay. The Chief may, in his discretion, permit additional on-duty union representatives to attend bargaining sessions with no loss of pay.
- 5.2 The Town shall permit up to two (2) on-duty Union representatives (without loss of pay) to discuss working conditions, process grievances, and consult with Town officials at a time and under circumstances which are mutually agreeable.
- 5.3 Union Time Pool:
 - A. Active members in good standing may contribute vacation or compensatory time to the Union Time Pool. Employees may donate a minimum of two (2) hours vacation leave or compensatory time. Donations shall be in memo form, signed by the employee with a copy to the Finance Department. Donated time will be recorded by the Town as dollar value in and dollar value out.
 - B. Other than provided above or elsewhere in this Agreement, any employee and/or Union representative or official desiring to take time off from work in order to conduct or be involved with Union business or matters (including pension related matters including, but not limited to attendance at pension seminars and conferences) must either utilize unpaid leave or time from the Union Time Pool. Charges against the Union Time Pool will only be made when authorized in writing by the FOP president or his/her designee.
 - C. Authorization by the Union president or designee for an employee to use the Union Time Pool must be submitted in writing before such assignment is effective. There will be no cost to the Town for Union leave pool utilization. Under normal circumstances, pool utilization will include the reasonable notice and approval of forty-eight (48) hours.
 - D. In no event may the Union Time Pool exceed \$15,000.

ARTICLE 6

PROHIBITION OF STRIKES

- 6.1 Union Activity: The Union agrees that it will not, under any circumstances or for any reason, including alleged or actual breach of this agreement by or sympathy for or support of the employees or Union, call, encourage, authorize, ratify or engage in any strike or other illegal labor action as defined in current Florida Statutes. However, the employees shall have the right to engage in concerted activities not prohibited by Law for the purpose of collective bargaining or other mutual aid or protection.
- 6.2 Employee Activity: Each and every employee in the Bargaining Unit covered by this agreement agrees that he will not, under any circumstances or for any reason including alleged or actual breach of this agreement by the Town or in sympathy for or support of other employees or Union, engage in a strike, or other illegal labor action.

Any employee who participates in or promotes a strike, work stoppage or other similar form of interference with the operation of the Police Department shall and will be subject to disciplinary action, up to and including discharge.

ARTICLE 7

BULLETIN BOARDS

- 7.1 The Union shall be authorized exclusive use of suitable bulletin boards, at locations designated by the Town.
- 7.2 The Union agrees that it shall only use space on bulletin boards provided for Union business and will not be used for any political purposes or endorsements to criticize public officials.
- 7.3 All Union materials placed on all bulletin boards shall be signed by the Union President or his designee and copies of any materials to be posted shall be forwarded to the Department Head or his duly authorized Agent.
- 7.4 All costs incidental to preparation and posting of Union material shall be at the expense of the Union. The Union is responsible for maintaining such bulletin boards in an orderly fashion.

ARTICLE 8

DUES CHECK OFF

- 8.1 The Town agrees to deduct, once each pay period, the Union dues of said employees who individually and voluntarily certify in writing on the prescribed Authorization to Deduct form (Appendix A), that they authorize such deductions. No authorization shall be allowed for payment of initiation fee, assessment or fines. Any change in the amount of the dues to be deducted will require the Union President, or his designee, to submit a letter to the Town with new dues amount indicated thereon. Any change in the amount of the Union dues would be effective in a time reasonable, not to exceed thirty (30) days, to allow the Town to make necessary technical and administrative payroll changes and program adjustments.
- 8.2 Administrative fees for dues deduction shall not be assessed so long as the F.O.P. is the bargaining agent for the Davie Police Department. The Town shall remit, once each month, monies collected during the previous month. The Town remittance will be deemed correct if the Union does not give written notice to the Town within thirty (30) days of a remittance receipt on its belief with reasons stated thereof, that the remittance is incorrect.
- 8.3 If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse with the Union and not the Town.
- 8.4 No deduction shall be made from the pay of any employee for any payroll period which the employee's net earnings for the payroll period, after other deductions, are less than the amount of dues to be checked off.
- 8.5 The Union will indemnify, defend and hold the Town harmless against any claims made and against any suit instituted against the Town on account of the administration of this Article.
- 8.6 Any employee may withdraw his membership in the Union upon written request and thirty (30) days notice to the Town and Union.
- 8.7 Dues shall be deducted bi-weekly and funds shall be sent monthly to the Fraternal Order of Police Labor Council, 5811 Memorial Hwy. - Suite 205, Tampa, FL 33615 or Davie Fraternal Order of Police, P. O. Box 291985, Davie, FL 33329-1985, whichever is designated in writing with reasonable notice, along with a dues deduction name roster.

ARTICLE 9

NON-DISCRIMINATION AND INDIVIDUAL RIGHTS

- 9.1 The Town agrees not to discriminate against any bargaining unit member by reason of race, national origin, religion, color, sex, sexual preference, disability, or union membership or non-membership.
- 9.2 No employee shall be subjected to harassment, intimidation, or coercive action for invoking any right or privilege granted to employees by any Federal or State law, or local ordinance under the terms of this Agreement.
- 9.3 Employees shall have the right to join in or refuse to join in Police Union activities without interference or intimidation/coercion by either the Town or the Police Union. Further, employees shall enjoy all the rights and privileges as outlined in this Agreement.

ARTICLE 10

EMPLOYEE DISCIPLINARY PROCEDURES

- 10.1 Members covered by this agreement shall have the right to inspect any letter of reprimand within a reasonable period of time, which is hereafter placed in the member's official personnel file as a result of supervisory action. Any member receiving a letter of reprimand from a supervisor may, within ten (10) days of the issuance of said letter of reprimand, file a written response thereto. At the member's request, any such written response shall be included in the member's official personnel file together with the letter of reprimand. Employees covered by this Agreement will be notified in writing of any reprimand or disciplinary action in order for it to be effective.
- 10.2 There shall be only one (1) set of personnel files for each individual employee which shall be maintained in the Town Hall.
- 10.3 Members covered by this agreement shall be able to exercise their rights of inspection of their individual personnel file upon request to the custodian of employee personnel files.
- 10.4 The Union shall be notified of all disciplinary action (reprimand or greater) taken against any bargaining unit member within five (5) days of the action, excluding weekends and holidays. A delay in giving notice to the Union will have no affect on the disciplinary action nor will it expand grievance/arbitration time limits.
- 10.5 The Town hereby, recognizes and agrees to comply with the Law Enforcement and Correctional Officers' Bill of Rights as per Florida Statutes, and this agreement reserves all rights to employees provided for under Section 112.532, et seq. Florida Statutes during the term of this agreement.
- 10.6 No letter of reprimand shall be placed into a member's official personnel file until any and all grievances regarding said reprimand have been heard.
- 10.7 All member's shall be notified in writing when a public records request has been received for the members personnel or Internal Affairs file; and the member will be given the opportunity to review copies of documents to be disclosed pursuant to such request prior to said disclosure. The member may receive copies of said documents at cost.

ARTICLE 11

GRIEVANCE PROCEDURE

- 11.1 The purpose of this article is to provide exclusive machinery for the fair, expeditious and orderly adjustment of grievances regarding contract and disciplinary disputes involving the interpretation or application of this collective bargaining agreement.
- 11.2 Any formal grievance filed shall be on proper forms agreed to by the parties and shall cite the provisions of the Agreement (i.e. article & section) alleged to have been violated and shall set forth the facts pertaining to the alleged violation(s). Grievance forms submitted which do not contain the above information and are incomplete, shall be returned to the employee(s) or the Union to be refiled within the time period provided for in Section 11.5.
- 11.3 Grievance discussions will be scheduled and will be conducted by the department with notice to the employee. The aggrieved employee shall suffer no loss of pay or benefits for the time required for such meetings. Whenever practical, grievance discussions will be held during the grievant's tour of duty, or within two (2) hours of the start or end of the employee's tour of duty.
- 11.4 Nothing in this section shall be construed to prevent an employee from presenting, at any time, his/her own grievance without representation through Step 4.
- 11.5 An employee who wishes to submit a grievance must submit a grievance in writing within ten (10) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) after the occurrence of the matter from which the grievance arose. A grievance which is not filed within the time limits or according to the procedures set forth herein shall be foreclosed for all contractual and legal purposes. A grievance not responded to within the time limits set forth herein, shall give the grievant the automatic right to proceed to the next step. The Town and the grievant or the Union may mutually agree to hold a grievance in abeyance. If a grievance is not processed by the Town in a timely manner, and if the grievance is pursued to arbitration, the arbitrator will determine the effect of the Town's untimeliness. Whenever the Town challenges a grievance (whether it be initial filing or alleged untimely processing) the Union and/or the individual grievant will have the burden of proving when the grievance was actually filed and/or presented to management unless "service" is made by hand delivery and/or certified mail, return receipt requested.

11.6 The formal grievance steps are as follows:

Step 1

a. The employee(s) shall file the grievance in writing within ten (10) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) of its occurrence of this matter to the employee's Division Commander on the prescribed grievance forms which shall be standard and used throughout the grievance procedure.

b. The Division Commander within ten (10) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) of receiving the grievance may conduct a meeting with the employee or the employee and the Union. The Division Commander shall notify the employee or the employee and the Union, in writing, of his/her decision within ten (10) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) (or longer period of time as mutually agreed upon) after the grievance hearing was held.

Step 2

a. If the grievance is not resolved to the employee's satisfaction by Step 1, the employee or the union may forward the grievance, in writing, to the aggrieved employee's next step in the chain of command within ten (10) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) from the date of notification from the Division Commander. If no rank position falls in the chain of command at this step, the employee or the union may forward the grievance, in writing, to the Chief of Police at step 3.

b. If a rank position falls between the Division Commander and the Chief of Police, the individual in that position, within ten (10) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) of receiving the grievance may conduct a meeting with the employee or the employee and the Union. That ranking officer shall notify the employee or the employee and the Union, in writing, of his/her decision within ten (10) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) (or longer period of time as mutually agreed upon) after the grievance hearing was held.

Step 3

a. If the grievance is not resolved to the employee's satisfaction (or in the case of when the Union files a grievance, the Union's satisfaction), as rendered in Step 2, the employee or the employee and the Union shall forward the grievance in writing to the Chief of Police, within ten (10) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) (or a longer period of time as mutually agreed upon) of receipt of the decision rendered in step 2.

b. The Chief of Police shall gather the facts and conduct a meeting within ten (10) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) with the employee or the employee and the Union. The Chief of Police shall notify the employee and Union, in writing, of his/her decision within ten (10) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) (or longer period of time as mutually agreed upon) after the grievance hearing was held.

Step 4

In the event the member is not satisfied with the disposition of the grievance in Step 3, he/she shall have the right to appeal the Chief's decision to the Town Administrator or his/her designee within ten (10) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) of the date of the issuance of the Chief's decision. Such appeal must be accomplished by the filing of a copy of the original written grievance together with a letter signed by the member, or, at the member's option, the President of the Employee Organization, requesting that the Chief's decision be reversed. The Town Administrator or his/her designee, shall, within fifteen (15) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) of the filing of the appeal (or some longer period of time as is mutually agreed upon) render his/her decision in writing with a copy to the Employee Organization. Grievant shall receive his/her notice by certified mail and the Union shall be noticed by phone to pick up a copy within five (5) working days and if not picked up by the Union, the Town will send a certified letter to the Union President or his designee. In the case of a class action grievance, notice will be given only to the Union.

- 11.7 The aggrieved shall be given reasonable notice of the grievance hearings as provided herein.
- 11.8 If any grievance is not satisfactorily resolved by the foregoing procedure, the Union or the Town may proceed to Arbitration according to Article 12.
- 11.9 Nothing contained in this Agreement shall prevent any bargaining unit member from presenting, at any time, his/her own grievance(s) without the intervention of the Bargaining Agent up to and including Step 4 of the grievance procedure. Further, nothing in this Agreement shall prevent any member from discussing a problem directly with his/her immediate supervisor or other department official without the intervention of the employee organization provided that the immediate supervisor or other departmental official agrees to discuss and/or attempts to resolve the matter outside the formal grievance procedure. It is not the purpose or intent of this article to interfere with the Chain of Command of the Davie Police Department.
- 11.10 The time limits defined hereinabove may be mutually extended in writing.

ARTICLE 12

ARBITRATION

12.1 If any grievance is not satisfactorily disposed by the grievance procedure, Article 11, within twenty (20) business days after the Town Administrator or his/her designee's decision, the Union shall give to the Town by registered or certified mail, to the Town Administrator or his designee a written notice of its desire to submit the matter to arbitration and must file a request for a panel of arbitrators simultaneously with such notice. Failure to serve said notice and file within the time limits shall constitute a waiver to proceed.

12.2 A letter shall be directed by the Union to the Federal Mediation and Conciliation Service requesting a list of five (5) or more arbitrators experienced in the field of the subject to be arbitrated. Within ten (10) business days after receipt of the list of arbitrators, the parties shall strike names. The Union and the Town will alternately eliminate one at a time from said list of persons not acceptable until only one remains and this person shall be the arbitrator. The Town and the Union will alternate to first strike names in successive arbitrations.

12.3 A. As promptly as possible after the Arbitrator has been selected, he/she shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the Arbitrator will be served upon the employee or employees aggrieved, the Town and the Union in writing.

It will be the obligation of the Arbitrator to the Town and the Union to make his/her best effort to rule on the cases heard by him/her within thirty (30) calendar days after the record is closed.

B. Any party may be represented at the hearings by counsel or other representatives of their choice.

C. The hearing shall be conducted by the Arbitrator in a manner that will most expeditiously permit full representation of the evidence and arguments of the parties.

D. All documents to be considered by the arbitrator shall be filed at the hearing.

E. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and the stenographic services. In the event that both parties agree to have stenographic services at the hearing, said parties shall share equally the cost of said service and transcripts.

- 12.4 The Arbitrator shall consider and decide only on the specific grievance issue(s) submitted to him/her in writing in the grievance form and shall have no authority to consider or rule upon any matter not subject to the arbitration.
- 12.5 The power and authority of the Arbitrator shall be strictly limited to determination and interpretation of the explicit terms of this Agreement as herein expressly set forth. He/She shall not have the authority to add or to subtract from or modify any of said terms or to limit or impair any right that is reserved to the Town or Union or employee, or to establish or change any wage or rate of pay that has been agreed to in the Agreement.
- 12.6 The party requesting arbitration may withdraw from the arbitration proceedings subject to no cost to the other party.
- 12.7 The decision of the Arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved.
- 12.8 The expense of the Arbitrator shall be borne by the losing party. Each party shall make arrangements for and pay the witnesses which are called by it.

ARTICLE 13

INDEMNIFICATION

- 13.1 Where the Town may legally do so, the Town shall furnish to members covered by this Agreement adequate liability insurance and/or benefit of legal defense in accordance with Florida State Statute 768-28 (5) and (9).

ARTICLE 14

RULES AND REGULATIONS

- 14.1 Whenever new rules and regulations are formulated or when current rules and regulations are amended or deleted, each member of the department will be provided with a copy of said rules or regulations and the employee will acknowledge receipt thereof. No disciplinary action will be taken for violation of a Rule or Regulation, General Order, Special Order or Policy or Procedure until at least forty-eight (48) hours after posting.

ARTICLE 15
PROMOTIONAL EXAMS

- 15.1 The Town will announce promotional examinations at least forty-five (45) days in advance. They will also list the areas which the exam will cover, and the identifiable sources from which the examinations are drawn will be posted. The Town will make available (either provide a copy or arrange to have a copy available for purchase by the employee at the same cost that the Town is charged) a copy of all source material in promotional examinations to all qualified applicants.
- 15.2 Promotions to bargaining unit positions will be based on the rule of five (5) (starting with promotional lists generated after the execution of this Agreement). Accordingly, the Town may, in its sole and exclusive discretion, promote employees from any one (1) of the five (5) highest scores on a promotional eligibility list.

In the event a promotional eligibility list falls below five (5) names, or if an initial eligibility list is comprised of less than five (5) names, the Town may, in its sole and exclusive discretion, promote from the eligibility list using the rule of the list (i.e., promoting any one (1) of the individuals on the list in its sole and exclusive discretion) or deem the list to be expired. If a promotion is made using the rule of the list, future promotions can still be made from the list using the rule of the list, or it may be deemed to have expired in the Town's sole and exclusive discretion. Promotional eligibility lists created from any promotional examinations given after the effective date of the 2001-2004 collective bargaining agreement will be valid for a period of eighteen (18) months from the date of posting such lists, which date must appear on the lists. The Town must post the eligibility list within ten (10) days after receiving all candidates final test scores. However, the duration of the eligibility list may be extended up to an additional twelve (12) months by mutual agreement at the Town's request.

- 15.3 Employees must actually possess the required number of years of service. Education may not be substituted for years of service.
- 15.4 The Town agrees that its test developers will utilize subject matter experts who are familiar with the operations of the Davie Police Department and that test development will be guided by the Federal Uniform Guidelines on Employee Selection Procedures, "Section 60-3, U.G.E.S.P. (1978); 43 FR 38295 (August 25, 1978)."

ARTICLE 16

PROBATIONARY EMPLOYEES

A. NEW EMPLOYEES

- 16.1 A new employee of the Department shall be deemed in a probationary status for one (1) calendar year, beginning with the first day of employment as a State Certified Police Officer and being duly sworn by the Chief of Police or his/her designee.
- 16.2 An employee's probationary year shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) calendar days (e.g., sick leave, light duty, and workers' compensation leave). The probationary period will commence running only when the employee returns to his/her normal duties. The Chief may extend the probationary period for new employees in cases when there are performance problems with additional time. The Chief must specify in writing as to what the performance problems are. In this event, the Chief will provide a thirty (30) day notice to the employee that his/her probationary period is being extended. The Chief under unusual or exigent circumstances may also extend the probationary period of a new employee such as: (1) where, at the time the probationary period would normally expire, there is an ongoing Internal Affairs Investigation of the probationary employee. Said investigation which is non criminal in nature must be completed prior to the expiration of the extension. If the Chief decides to retain the employee after the discipline is administered, if any, the employee shall be granted regular status and revert back to his/her normal date of completion of probation; (2) where, at the time the probationary period would normally expire, the Town is aware of possible disciplinary action involving the employee; etc. The probationary period may be a maximum of eighteen (18) months.

When an employee's probationary period is extended due to performance problems, the Chief of Police will provide the employee with a statement as to those areas of performance that need to be improved in order for the employee to be granted regular status. In the event the employee is ultimately separated from employment during the extended probationary period for the reason or reasons that caused the extension of his/her probation, the employee will have no grievance or rights of appeal in connection with his/her separation. If the employee is separated during the extended probationary period for reasons unrelated to the extension of probation, then the employee may grieve his/her

separation and the Arbitrator will decide whether the employee's separation in light of the employee's brief tenure with the Town and the extended probationary period was for cause.

- 16.3 Upon expiration of the one (1) year probationary period, or a longer period if probation is extended by the Chief of Police pursuant to 16.2 above, the Chief or his/her designee may recommend, in writing, retention of the employee, in which case the employee will be granted regular status (unless said recommendation is disapproved by the Town Administrator or designee within ten (10) days after the recommendation is made). If the Chief of Police or the Town Administrator or their designees fail to notify said employee in writing as to his/her retention, then said employee shall be granted regular status.
- 16.4 The Town shall notify, in writing, the probationary employee of his/her completion of the probationary period.
- 16.5 During an employee's probationary period, he/she serves at the will and pleasure of the Town. Accordingly, no probationary employee may grieve, or otherwise challenge, any decision involving assignment, discipline, layoff or discharge (for whatever reason). Probationary employees may otherwise utilize the grievance/arbitration procedure contained in this Agreement.

B. PROMOTIONS

- 16.6 In the event an employee receives a promotion from a lower to a higher bargaining unit position, that employee shall serve a probationary period of twelve (12) months of continuous employment from the time of promotion as indicated on the approved Personnel Recommendation form. The Chief may extend the probationary period for promotional employees in cases when there are performance problems with additional time. The Chief must specify in writing as to what the performance problems are. In this event, the Chief will provide a thirty (30) day notice to the employee that his/her probationary period is being extended. The Chief under unusual or exigent circumstances may also extend the probationary period of a promotional employee such as: (1) where, at the time the probationary period would normally expire, there is an ongoing Internal Affairs Investigation of the probationary employee. Said investigation which is non criminal in nature must be completed prior to the expiration of the extension. If the Chief decides to retain the employee after the discipline is administered, if any, the employee shall be granted regular status and revert back to his/her normal date of completion of probation; (2) where, at the time the probationary period would normally expire, the Town is aware of possible disciplinary action involving the employee; etc. The probationary period may be a maximum of eighteen (18) months.

- 16.7 An employee's promotional probationary year shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) calendar days (e.g., sick leave, light duty, and workers' compensation leave). The promotional probationary period will commence running only when the employee returns to his/her normal duties.
- 16.8 Acting or temporary appointments will not be made for more than ninety (90) consecutive days. If an employee is promoted into a higher bargaining unit classification, time spent in acting or temporary appointments in that higher classification (within twelve (12) months of the date of promotion which is in excess of seven (7) consecutive work days) will count towards the employee's twelve (12) month probationary period.
- 16.9 Upon expiration of the promotional probationary period, the Chief of Police or his designee may recommend retention of the employee in the position to which he/she was promoted. In the event the Chief or his designee fails to make a positive recommendation, the employee shall automatically revert to his/her former classification from which he/she has been promoted. Such reversion shall be final with no rights of appeal to any authority including the grievance procedure contained in this Agreement.
- 16.10 If a promotional eligibility list exists, and there is a vacancy the Town is seeking to fill, the Town must announce the person who will be promoted and the effective dates within ninety (90) days from the date the position becomes vacant.

ARTICLE 17

SENIORITY AND REDUCTION IN FORCE

17.1 For the purpose of this contract, the types of seniority are:

1) **Departmental Seniority** – the total length of continuous employment from the most recent date of hire as a sworn Davie Police Officer. For employees hired after May 5, 1999, in cases where more than one police officer was sworn as a Davie Police Officer on the same date, the officers' respective seniority shall be determined based upon the order that the officers were selected from the eligibility list. In the event that the above-noted officers were selected on the same date from separate eligibility lists (i.e., from certified and uncertified candidates), the officer(s) from the list of uncertified candidates will be given departmental seniority over the officer(s) selected from the list of certified candidates.

2) **Classification Seniority** – the total length of continuous employment within a particular job classification. Job classification refers to rank, such as officer, sergeant or lieutenant. In the event a person is reduced in rank, for whatever reason, their classification seniority in the lower classification shall be considered continuous as though they had never left the lower classification.

17.2 All seniorities shall accumulate during authorized absences due to illness, injury, vacation or other authorized leave. Employees will lose their seniority as a result of the following:

- A. Termination or resignation
- B. Retirement
- C. Absence without authorization

17.3 The layoff of employees shall be made in inverse order determined on the basis of departmental seniority and during said layoff the employee shall retain, but not accrue, any seniority during said layoff.

17.4 A. **Reemployment Rights** - Employees separated from service through lay off shall be placed on a reemployment list in the order of their departmental seniority. Recall will be made by certified mail to the last address in the employee's record. The employee must within ten (10) days of the certified receipt date, signify their intention of immediately returning to work, in writing, certified mail to the office of the Town of Davie Personnel, otherwise their name shall be automatically removed from the recall list.

B. An employee when offered recall who is temporarily unable to accept due to valid medical reasons after notifying the department of their intentions of returning will be granted ninety (90) days leave of absence without pay, but without loss of departmental seniority rights, to return to employment.

C. Employees who return to a job classification covered by this agreement from layoff status shall be placed into the current pay plan at the pay grade and step the employee had at the time of layoff.

D. No new employee shall be hired in any classification until all qualified employees on layoff status have been notified of their right to return to work and have elected not to exercise that right as explained in Section 17.4 (A).

17.5 If there is a reduction in force in ranked classifications (sergeant or lieutenant), this reduction will be made using classification seniority.

17.6 Sergeants who through reduction in force have accepted reclassification to an officer position, shall be reinstated to a funded sergeant position as available in the inverse order of the reclassification. Lieutenants who through reduction in force have accepted reclassification to a sergeant position, shall be reinstated to a funded lieutenant position as available in the inverse order of the reclassification.

ARTICLE 18

WORKING OUT OF CLASSIFICATION

- 18.1 An employee who is temporarily assigned by the Chief of Police to perform work, and works, in a higher classification within the bargaining unit for more than seven (7) consecutive scheduled work days shall be paid the minimum rate of the higher position, but not less than one step higher. At the end of the temporary assignment, the employee's pay shall revert to the rate being received prior to being assigned to the higher classification.

ARTICLE 19

LEAVES OF ABSENCE

- 19.1 Leaves of absence with or without pay may be granted by the Town for any reasonable purpose to an employee. All applications for leaves of absence with or without pay will be presented to the Chief of Police through the Chain of Command for his approval or disapproval prior to the granting of said leave. All denials for such leave shall be in writing.
- 19.2 Employees who are on a duly authorized compensated leave of absence shall continue all benefits as provided in this Agreement. Employees on approved leave under the Family and Medical Leave Act (FMLA) will be eligible to have their insurance benefits continued as provided under the FMLA.
- 19.3 Upon the termination and/or expiration of the employee's leave of absence, the employee will return to the same job classification and rate of pay currently in effect for that classification.
- 19.4 An employee who falsifies his reason for requesting a leave of absence or varies the reason without permission of the Chief of Police may be terminated. It is agreed that these actions automatically constitute just cause for discharge. Thus, although an employee may proceed to arbitration over a dismissal based on these grounds, if an arbitrator finds the employee engaged in said conduct he shall automatically uphold the termination and shall have no authority to modify it in any way.
- 19.5 An employee who is a member of the National Guard or Military Reserve Force of the United States and who is ordered by the appropriate authorities to attend a prescribed training program or to perform other duties, shall be granted a leave of absence with pay in accordance with Florida State Statutes 115.07.

ARTICLE 20

SICK LEAVE

- 20.1 Paid sick leave is time off granted to an employee to recuperate from illness or accident as defined in 20.3. Employees on sick leave may utilize the grievance/arbitration procedures contained in this Agreement.
- 20.2 An employee shall earn sick leave at the rate of ten (10) working hours of sick leave for each month of employment with the Town. Sick leave time shall begin to accrue from the first full week of employment. The maximum ceiling for this article shall be 1,040 hours of sick leave credits.
- 20.3 Employees shall be granted sick leave for the following reasons:
- A. Incapacitation by reason of illness, maternity, or injury.
 - B. Medical, dental or optical examination or treatment when approved by the department.
 - C. Care and attendance to a member of his or her immediate family as defined in the bereavement article and is domiciled in the employee's home.
- 20.4 The supervisor or dispatch desk shall be informed of absence due to illness at least two (2) hours prior to the employee's reporting time.
- 20.5 In those instances when an employee is injured while on duty and it is necessary for him/her to be relieved of duty, no charge will be made against the employee's sick time for the remainder of his shift.
- 20.6 An employee on a sick leave status shall continue to accrue sick leave.
- 20.7 The estate of a deceased employee shall receive 75% of the value of accrued sick leave, at the time of death, to be paid within thirty (30) days.
- 20.8 An employee leaving the Town's employment in good standing with ten (10) or less years of service shall have 25% of their accrued sick leave balance converted to terminal leave, and an employee with more than ten (10) years of service shall (except as provided in paragraph 20.9) have 50% of their accrued sick leave balance converted to terminal leave.

- 20.9 An employee who retires with a non-disability pension based on a minimum of twenty (20) years of service with an accrued sick leave balance of at least 300 hours shall convert 100% of the first 300 hours of sick leave to terminal leave under Article 37 when the employee leaves the Town's employ. Accrued sick leave over 300 hours shall be converted to terminal leave at fifty (50%) percent.
- 20.10 A. A pregnant employee may continue in regular employment until her personal physician certifies that she no longer can work her regular employment. If the employee desires to continue working and her physician certifies that she is able to perform non-hazardous duty, the department may temporarily assign her to such work.
- B. An employee requesting maternity leave shall be absent from work from the time her physician indicates that she can no longer work, until her physician certifies her as physically able to return to work.
- 20.11 An employee who has an excess of three hundred (300) hours in accrued sick time may, at his/her option, sell this time back to the Town once per year, at an hour per hour basis. All sick time will be deducted from sick time accumulation.
- 20.12 In the event that a bargaining unit employee sustains an accidental injury or illness in the line of duty which is deemed compensable under the Florida's Workers' Compensation Act, the Town will maintain the employee at regular salary for a total of 90 days for each injury up to one (1) year from date of injury. The Town Administrator or his/her designee may, in his/her sole and exclusive discretion, extend this period of regular pay beyond both the 90 days or after the one (1) year period. For example, if a bargaining unit employee sustains such an accidental injury in the line of duty and is out of work for two (2) days immediately following the date of injury, returns to work for a month, and then is out for another eighty-eight (88) days for medically necessary treatment of the injury, the Town will maintain the employee at regular salary during the total ninety (90) days of absence. If the employee then requires medically necessary treatment that includes an absence beyond the ninety (90) days and/or after the one (1) year period following the date of the accident, the Town Administrator or his/her designee may extend the period of regular pay to cover additional absence. The decision of the Town Administrator or his/her designee as to whether to extend supplemental pay and, if so, the duration of the extension will be made in his/her sole and exclusive discretion and said decision is not grievable.

- 20.13 In order for an employee to be eligible for regular pay, he/she must return to work on a light, limited, or restricted duty basis if so ordered by the Town, providing the Town-designated doctor releases the employee to perform light, limited, or restricted duty.

ARTICLE 21
LEAVE BANK

- 21.1 A voluntary leave bank and guidelines and methods of operation shall be established for all bargaining unit members.
- 21.2 Membership in the leave bank is voluntary on an individual basis and is available to all bargaining unit members.
- 21.3 Requirements for eligibility in the leave bank are:
- A. Bargaining unit employee (non-probationary)
 - B. Membership in the leave bank a minimum of thirty (30) days prior to any illness or disability that will result in leave withdrawal from the bank.
 - 1. Each participating member shall allocate the value of eight (8) hours at the employee's basic rate of pay to the bank reserve to be deducted from only accrued vacation or compensatory time annually. Allocated time will be recorded by the Town as dollar value in and dollar value out. There will be no cost to the Town for leave bank utilization.
 - 2. When the reserve in the sick leave bank has been reduced to a value of \$500, each member must allocate eight (8) additional hours in writing to remain eligible.
- 21.4 A. Three (3) members of the bargaining unit will comprise the Leave Bank Committee.
- 1. Two (2) members of the bargaining unit will be elected at large by the members of the bank.
 - 2. One (1) member will be appointed by the executive board of the union.
- B. All members of the Committee must be members of the leave bank.
- C. The elected representatives will be elected by the membership once a year. The appointed member will be selected by the union on the same yearly basis.
- D. In the event an elected member withdraws from the Committee, the post will be filled by the action of the remaining Committee members for the duration of the term of office. However, should the representative

appointed by the union withdraw from the Committee, the vacancy will be filled by another representative appointed by the union.

- E. The representative appointed by the union shall be designated as chairperson.
- 21.5 The office of the Department of Finance and the Committee shall maintain records of contributions and withdrawals from the sick leave bank.
- 21.6 A. Leave bank members shall not be assessed more than sixteen (16) hours of vacation or compensatory leave per calendar year without prior approval of a majority of the membership itself.
- B. When an assessment is authorized, the assessment shall be deducted from vacation or compensatory leave only.
- 21.7 A. A member must utilize all of his/her accrued sick, vacation, and compensatory leave before being eligible to receive time from the leave bank.
- B. Should a member acquire an illness, injury, or disability while on vacation, the remainder of the vacation and accrued sick and compensatory leave must be used before applying to the leave bank.
- C. Members receiving compensation from insurance or other sources for the time requested from the bank are eligible to receive only an amount of time which, when converted to cash, would not exceed their regular salary when added to the compensation received from other sources.
- D. Application for a withdrawal from the leave bank must be submitted in memorandum form to the Committee and shall provide the following information.
- 1. Name of applicant to receive leave time.
 - 2. Date, illness, injury, or disability began and nature thereof.
 - 3. Statements from the Town certifying that the employee has no leave credit.
 - 4. A physicians' statement describing illness, injury, or disability and estimated length of time until return to duty. The Committee shall have the right to request another physician to review the initial statement. Such review, if necessary, shall be at the applicant's expense.

5. A statement identifying sources other than the leave bank which may entitle the applicant to compensation for the leave being requested, at the present time or in the future, including:
 - a. A commitment and written agreement to repay the leave bank for time received by the applicant for which the applicant may receive compensation from another source. Repayment to the bank shall be made within ten (10) working days of receiving compensation in the form of a check made payable to the Town of Davie. The money amount will be put into the bank and the hours increased accordingly.
 - b. Written authorization for the Committee to communicate with the applicant's sources of compensation and permitting the source to provide information to the Committee for the purposes of determining if immediate compensation for the time requested is available from the other source of compensation thereby negating the need for time from the bank.
 - c. Failure to provide information requested in this section may be grounds for denial.
- E. A member may receive up to three hundred and twenty (320) hours as needed, for the same period of illness, injury, or disability. Three hundred and twenty (320) hours is the maximum number of hours which the bank may award a member. Under normal circumstances, bank utilization will include the reasonable notice and approval to the Town of forty-eight (48) hours.
 1. Demonstrated and documented abuse and/or misuse of a member's own sick time, showing a continuing course of conduct, may be used by the Committee to deny withdrawal of time from the bank. Factors and evidence shall include, but not be limited to, the following:
 - a. Work record (i.e., personnel, payroll files)
 - b. Length of service
 - c. Job assignments
 - d. Witnesses called by the Committee
 - e. Prior medical records (i.e., doctor, hospital records) or prior medical conditions resulting in an absence from duty
 - f. Witnesses and evidence submitted by the requesting member
 2. A member who has been denied leave withdrawal from the bank may appeal such denial to the members of the bank, and a simple majority of those voting will decide the appeal.

- F. An employee who has used all sick leave earned and is eligible for compensation benefits of a Worker's Compensation insurance carrier shall be eligible to receive limited leave bank benefits exclusive of any employee on terminal leave. The Committee shall determine the computation of the salary payable to the nearest full hour of the approved leave bank withdrawal. Maximum payment of the approved leave bank withdrawal and amount payable by the Worker's Compensation carrier shall not exceed the employee's regular salary for the period.
- G. An employee who is determined to be physically able to perform light duties, shall forfeit the right to leave bank benefits.
- H. Should the Leave Bank Committee become aware of a member abusing time received from the bank, that person may be required to explain to the Committee the circumstances surrounding the questioned abuse. In the event that previously granted leave bank time is withdrawn, a member may appeal such decision as outlined in Section E2 above.
- I. Leave time may be granted for illnesses, injuries, or disabilities directly suffered by members and shall not be granted for members to care for relatives or dependents.

21.8 The Committee will meet and conduct business under the following conditions:

- A. To accept membership applications into the bank. All members will be accepted who meet the criteria as set forth in Article 21.3.
- B. When leave application for withdrawal has been made.
- C. The time at which the existing Committee chairperson or majority of the Committee expresses a desire for a meeting, but in any event, not less than four (4) times in a calendar year.

21.9 The three (3) members are to rule. Two (2) members make a quorum for rulings. Should the vote be tied (i.e., one to one), then the third member will be contacted for his vote. Once the tie is broken, the ruling is made in accordance with the majority vote. In the event no agreement can be reached by the Committee, the matter shall be presented to the bank membership for a secret ballot vote, in which case a simple majority of those members voting shall determine the ruling, which decision shall be final.

- 21.10 Meetings are to be held at the call of the chairperson at a location to be specified by the chairperson.
- 21.11 A committee shall be nominated by the bank members to conduct elections for the leave bank representatives and to certify the results of said election.
- 21.12 Dissolution of bank:
In the event the fund is dissolved for any reason, the unused credit remaining in the fund shall be reassigned to the then current members of the fund on an equal basis as annual leave.
- 21.13 The Union will indemnify, defend and hold the Town harmless against any claims made and against any suit instituted against the Town on account of Leave Bank functions.
- 21.14 Denial by the Committee for leave bank usage or denial of the Town for leave pursuant to this article shall not be grievable.

ARTICLE 22

BEREAVEMENT LEAVE

- 22.1 Time-off provisions for bereavement leave: Where there is a death in the immediate family of an employee, as defined in Section 22.2, below, that member shall be granted three (3) days off without loss of pay or benefits if the funeral or death occurs within a 250 mile radius; that member shall be granted one (1) work week off without loss of pay or benefits if the funeral or death occurs outside a 250 mile radius and the employee actually travels out of town to the place where the death occurred.
- 22.2 The term "immediate family" defined as the employee's: Father, mother, spouse, father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, son or daughter-in-law, son or daughter, step-parents or step-children (or members of the employee's family as approved by the Chief).
- 22.3 Bereavement leave will not be charged against sick leave, vacation or holiday time, or accumulated overtime.
- 22.4 The Town reserves the right to require documentation supporting all approval of bereavement leave after the employee returns to work.
- 22.5 In the event that the employee shall require additional time other than provided in 22.1, the employee may request additional time from the Chief of Police and such request shall not be unreasonably denied. Such time shall be deducted from compensatory and/or sick leave accumulated.
- 22.6 Employees on terminal leave shall not be eligible for bereavement leave.

ARTICLE 23

MEDICAL INSURANCE & EXPOSURE TO CERTAIN COMMUNICABLE DISEASES

- 23.1 The Town shall provide health and dental insurance for each employee at no cost to the employee.
- 23.2 The Town shall pay 50% of health and dental insurance for dependents.
- 23.3 The Town will offer the Health Maintenance Organization (H.M.O.) option and fund such H.M.O. employee costs as provided in sections 1 and 2 above.
- 23.4 An annual physical examination will be provided for in the health insurance program.
- 23.5 The Town will provide the following optical benefit:
1. \$100.00 toward the cost of prescription eyeglasses or contact lenses.
 2. \$100.00 toward an examination.
 3. 1 and 2 excludes sunglasses for those employees certified by Ophthalmologists that the above are necessary.
- 23.6 The off-duty, short term disability currently in effect is to remain in effect for the term of this Agreement. Employees may utilize the appropriate accrued leave to supplement short term disability payments provided that employees cannot receive more than 100% of their regular pay.
- 23.7 If the Town changes insurance plans or carriers, it reserves the right to establish a deductible not to exceed \$100.00 and an out of network deductible not to exceed \$200.00 to take effect on the annual election date. Employees will be notified of any changes before the annual election date.
- 23.8 The Town shall make available the above-specified health insurance coverage (at the Town's premium) to all bargaining unit employees who retire from the Town's employment. A retired employee may only receive dependent coverage if and to the extent they had dependent coverage at the time of retirement. If elected, insurance coverage will be at no cost to the Town.
- 23.9 For exposure to certain communicable diseases, the Town shall comply with all requirements of Section 112.181 of the Florida Statutes as it may be amended from time to time.

ARTICLE 24

TERM LIFE INSURANCE

- 24.1 The Town will agree to maintain for each member covered by this agreement a term insurance policy in full force and effect during the employment of said employee in the amount of \$50,000.00. This \$50,000.00 is over and above State and Federal mandated insurance programs. Employees may purchase an additional one (1), two (2) or three (3) times their annual base pay, rounded to the next highest \$1,000.00, at their own expense at the prevailing rate. To do so, employees must comply with whatever terms and conditions are established by the carrier.

ARTICLE 25

SAFETY

- 25.1 The Town agrees that it will monitor a safety committee during the terms of this agreement. It further agrees that the bargaining unit can have one member on that committee.

ARTICLE 26

EQUIPMENT AND MAINTENANCE

- 26.1 The following articles will be issued by the Town to each employee represented by the bargaining unit when hired:

- 5 shirts
- 5 pants
- 1 winter jacket
- 1 breast badge
- 1 whistle
- 1 name tag

During initial Academy and probationary period, new employees shall, upon request, be furnished with a Town-owned gun.

Leather goods and accessories to include:

- handcuffs and case
- cartridge case and shells
- holster
- 1 pair uniform shoes per year
- 1 rainsuit
- baseball-style cap
- rechargeable flashlight for each vehicle

In addition, the following equipment shall be issued for Motor and Mounted Patrol officers:

- 1 safety helmet/Stetson hat
- 1 motorcycle rider's rainsuit
- 1 pair of riding boots
- 5 pairs of riding britches
- 1 scarf
- 1 pair of winter gloves
- 1 winter jacket

- 26.2 A. Any employee who shall receive any breakage, damage or loss of his uniform or required personal equipment excluding items specifically addressed

below, in the line of duty and not due to the individual's negligence, shall have it replaced at no cost to the employee.

B. Wrist watches damaged or lost through no fault of the employee shall be repaired or replaced at a cost not to exceed \$25.

C. Prescription eyeglasses damaged through no employee negligence, shall be compensated for and repaired or replaced at a cost not to exceed \$100 per incident, excluding Workers' Compensation Claims.

D. The Town agrees to pay, within the limits set forth below, for the replacement of a cell phone and/or non-uniform pants or shirt that are damaged during the course of a required law enforcement action taken while off duty, provided that:

Reimbursement for a cell phone will be limited to a cell phone of comparable quality not to exceed \$100, provided the employee submits a sales receipt for the cell phone and provided the damaged phone is not covered by insurance, and

Reimbursement for pants and shirts will be for items of comparable value not to exceed the replacement cost of a uniform shirt or pants.

E. Payment is not available for any item damaged due to the employee's negligence, which determination shall be made in the sole discretion of the Chief of Police. In addition, the determination as to the current value of any damaged item (for purposes of reimbursement or repayment by the Town) shall be made in the sole discretion of the Chief of Police. The Chief's decision may be appealed to the Town Administrator or designee whose determination shall be final. Decisions related to reimbursement or replacement under this Article shall not be subject to the grievance/arbitration process.

F. The Town will pay for the refinishing and/or reblueing of employee owned gun as needed, determined by the Department.

G. The Town will pay for the repair costs of employee guns as well as for the replacement cost of lost guns provided the guns are not damaged or lost through an employee's negligence. If so, the employee may be required to pay the first \$300 toward the cost of repair/replacement.

H. In the event the Town requires an employee to pay repair or replacement costs under subsection G above, that employee will not also be subject to formal discipline on account of losing, damaging or destroying any gun(s). Conversely, if an employee is formally disciplined for losing, damaging or destroying any

gun(s), that employee will not be required to pay for the costs of repair or replacement.

I. In those cases where an employee is required to pay for the repair or replacement of an item, the employee can elect to forfeit time on the books (vacation, holiday, compensatory time) to immediately pay the required cost or agree to a payroll deduction form of repayment of \$100 per paycheck or some other amount which is mutually agreeable between the employee and the Town.

- 26.3 Sworn officers who are required to wear civilian clothing in the course of their job shall receive a clothing allotment of \$50 per month and issuance of windbreaker style jacket identifying the individual as a police officer.
- 26.4 The Town will arrange for laundry or cleaning of uniforms, at no cost to the employee. Employees are responsible for dropping off and picking up the uniforms.
- 26.5 For non-uniformed officers, the Town will negotiate a Town rate, at whichever dry cleaners the Town has a contract with, for up to four (4) sets of slacks and shirts (those that the cleaner will accept at the Town's rate) weekly. The employee will pay for all dry cleaning costs.
- 26.6 Upon termination of employment, the articles will be surrendered by the employee in like condition as when issued, reasonable wear and tear accepted. In the event an employee is transferred or for any other reason leaves the employ of the department, he/she shall return all uniforms and equipment and Town property to the department before the final paycheck will be issued, otherwise the cost of said replacement shall be deducted from the final check if sufficient, otherwise the employee shall be liable for the deficiency.
- 26.7 The parties recognize and agree that it is in the best interest of all bargaining unit personnel to wear body armor at all times while on duty. Therefore, all bargaining unit personnel are encouraged to wear their body armor. All employees will have the option of being issued body armor by the Town or, under the circumstances described below, buying their own body armor. Employees who choose to be issued body armor by the Town will be required to wear such body armor while in official uniform. (Such employees may later decide to purchase their Town-issued body armor by reimbursing the Town all but \$200.) Employees who choose to buy their own body armor will be reimbursed by the Town up to \$200. Such employees are encouraged, but not required to wear their body armor while in official uniform.

ARTICLE 27

EDUCATION

- 27.1 The Town will pay for textbooks purchased by the officer while attending college courses should those books not be available through the Town. These books will become the property of the Town and be available to all police officers upon completion of the course.
- 27.2 The Town of Davie will pay tuition costs equivalent to those charges per credit hour made by a state university for any employee who has been employed for less than two (2) years for approved job related courses. The Town shall pay this tuition amount upon an officer's production of proof of payment or obligation. Completion of the course with a grade of "C" or above and return of the books outlined above shall constitute the employee obligation for tuition reimbursement, and failure to obtain a grade of "C" for the course shall require reimbursement of tuition cost by the employee to the Town for said course. For any employee employed two years or longer the Town of Davie will pay the full tuition costs. For employees who enroll or who are currently enrolled in an educational job related program above and beyond a BA or a BS degree, the Town of Davie will pay tuition costs equivalent to those charges per credit hour made by a state university for job related courses at the following rate: A - 100%, B - 75%, C - 50%.

For (approved job related) pass/fail courses, an employee who receives a passing grade will be reimbursed for 75% of the course tuition. For (approved job related) courses/programs which are eligible for tuition reimbursement, employees are eligible for 75% reimbursement for courses whenever the employee is given life experience credits. However, there is a maximum of thirty (30) life experience credits an employee may be reimbursed for during his/her employment and only a maximum of thirty (30) life experience credits shall count toward the sixty-four (64) credits an employee must have in order to get a one-step pay increase pursuant to Rule XIII, Section 2(a), of the Town of Davie Personnel Rules and Regulations.

- 27.3 The Town will make reasonable efforts to arrange the working schedules of officers attending advanced schools and college courses so that there will be no interruption of their studies.

- 27.4 Involuntary off-duty training required by the department in excess of the normal work week shall be paid at the rate of one and one half the employee's rate of pay.
- 27.5 Employees who voluntarily terminate or retire will be required to reimburse the Town for educational expenses if they do not complete two (2) years of service after completion of their course for undergraduate as well as graduate courses. Any time for which an employee is using terminal leave does not count towards the two years of service required after completion of a course.
- 27.6 The Town recognizes that the State currently has mandated certain educational/training courses as a condition of continued certification. It is agreed that the provisions of 27.4 will apply to said courses. If the current certification requirements increase, the parties will negotiate over whether the increased requirements will be covered by Section 27.4.

ARTICLE 28

SHIFTS AND OVERTIME

- 28.1 Unit employees shall be assigned and scheduled by the Department to work four (4) consecutive ten (10) hour days and be scheduled off duty for three (3) consecutive days within each seven (7) day period, except for unit employees assigned to Internal Affairs, School Resource Program, and the Police Academy, whose schedule will be determined by the Chief of Police in his discretion. To accommodate for temporary training assignments, employees may be required to work other than a four (4) day (ten (10) hours a day) schedule. Any hours worked in excess of forty (40) hours in a pay period would be compensated as provided in Article 28.5. When a temporary training reassignment is made, employees will be given ten (10) calendar days notice of the change. If less than ten (10) days notice is given, employees may nevertheless waive the ten (10) day notice provision and attend the training. If employees elect not to attend, and if the course is one necessary or eligible for (state required) mandatory retraining, employees will be required to get this training on their own time.
- 28.2 Unit employees shall be scheduled to and report to work no less than fifteen (15) minutes prior to the regular work shift and those officers shall complete their regular hours of duty ten (10) hours thereafter except Sergeants or designated officers in Charge (OIC) whose shift shall commence no less than thirty (30) minutes prior to the regular work shift and shall end ten (10) hours thereafter. This section is not intended to increase the hours of the employee's regular work day as specified in section 28.1.
- 28.3 The determination of the daily and weekly work schedules, including starting, ending, lunch and break times of unit employees shall be established by the Department and such schedules may be changed from time to time.
- 28.4 Shift bidding shall be done according to classification seniority, with administrative consideration, and such shift bidding will be conducted twice a year. Bidding will be conducted in September to be effective in October; and bidding will be conducted in March to be effective in April. All efforts will be made by management to abide by classification seniority as it effects shift assignments. Transfers will not be made for disciplinary reasons.
- 28.5 Overtime shall be paid at the rate of time and one-half (1 1/2) the base rate for all time worked over forty (40) hours in one week, unless otherwise required by Section 30.2 of this Agreement. The Town agrees that no action will be taken by

it within a work week to avoid payment of overtime (e.g. an employee will not be sent home on his fourth workday of the week because he worked overtime on his first workday of the week). Hours paid, but not worked, includes all hours of authorized and paid leave but does not include unauthorized and/or unpaid leave, or other paid hours as covered in this Agreement (i.e. Court Time, etc.).

- 28.6 Employees may elect, with approval of the Chief of Police or his/her designee, to receive compensatory time (at the rate of one and one-half) in lieu of contractually required overtime payments. Recognizing that the Police Department has an obligation to provide sufficient manpower, accrued compensatory time may only be utilized at a time (or times) approved by the Police Chief, in his discretion. Employees covered by this Agreement will be allowed to accumulate compensatory leave throughout the year up to a maximum cap of eighty (80) hours. Employees who currently have an excess of eighty (80) hours "on the books" will not forfeit said time. However, they may not accumulate additional compensatory time hours until they bring the "time on the books" below the eighty (80) hour cap.
- 28.7 On the dates on which daylight savings time goes into effect the officers who worked will receive overtime pay for the additional hour. On the day that we return to eastern Standard Time, the officers working that shift will not be paid for more hours than are actually worked unless taken in the form of compensatory time, holiday time, or annual leave.
- 28.8 An employee may exchange shifts on a temporary basis with employees of equal rank upon receiving prior approval from Division Commander; however, such exchange must be completed within a twelve (12) month period. Such request shall not be unreasonably denied.

ARTICLE 29

PERSONALLY ASSIGNED POLICE VEHICLE

- 29.1 Bargaining unit members will be assigned a Police Department vehicle based upon availability and only after successful completion of Field Training.
- 29.2 Bargaining unit members assigned a P.A.P.V. shall only be authorized to utilize their vehicle off-duty within Broward County unless otherwise approved by the Chief of Police.
- 29.3 The P.A.P.V. program will continue to be governed by the General Order (GO) enacted by the Police Department. Members may become ineligible for the P.A.P.V. program as outlined in this GO.
- 29.4 The GO may be amended by the Police Chief at his/her sole discretion upon approval. In cases where there may be a conflict between the P.A.P.V. GO and this collective bargaining agreement, this agreement will prevail.

ARTICLE 30

CALL BACK

- 30.1 If an employee covered by this agreement is called back to work at a time outside of his/her normal working hours, he shall receive compensation as outlined in Article 28, Section 5 with a minimum of four (4) hours call back time.
- 30.2 Involuntary overtime shall be paid double time for any declared emergency by the Town Administrator or Civil Defense Coordinator. When an employee is required to work overtime because of a manpower shortage, as opposed to a declared emergency, he/she will receive overtime pay at the rate of one and one-half (1-1/2) times the straight time rate of pay.
- 30.3 Regularly scheduled staff meetings shall not be considered call back time (as defined herein) and off-duty employees attending staff meetings will be paid their one and half time rate hour for hour for such time in attendance.

No minimum payment will be made for attendance at regularly scheduled staff meetings nor will it be made for overtime or other work when the employee receives written notice fourteen (14) or more days in advance.

ARTICLE 31
PRIVATE DUTY DETAIL

- 31.1 If injured while on an assigned private duty detail, said employee shall be entitled to the same rights, privileges, and benefits as if he/she were injured while performing his duties for the Town of Davie, provided the Davie Police Department has made the assignment.
- 31.2 The F.O.P. may request to change the hourly detail rates. Rates may be changed upon approval of the Police Chief. The Town will notify the vendors in writing, at least ninety (90) days in advance of any changes to the detail rates once the change in rates have been approved.
- 31.3 In addition to the hourly rate paid to the Police Officer as indicated above, the Town will collect the following fees from the vendor who hires the assigned employee for the detail:
- a) \$3.00 administration fee - per detail.
 - b) Matching FICA @ 7.65%, Worker's Compensation @ 7.17%, and liability coverage @ 1%. (These percentages will be adjusted in accordance with any rate increases/decreases.)
- 31.4 Any Officer who works a detail on the following days: Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Independence Day will be compensated at double the normal rate of pay.
- 31.5 When a detail requires five (5) or more Officers to work the detail, the fifth Officer will be a Sergeant or above (or an OIC* when a Sergeant or above is unavailable). That person shall receive the approved hourly detail rate for a Sergeant, and will be responsible for supervising that detail. When a detail requires ten (10) or more Officers the rule of five (5) will be met. In addition, when a detail requires more than ten (10) Officers, a Lieutenant or above shall be assigned and shall receive the approved hourly detail rate for a Lieutenant to supervise the detail. When a Lieutenant or above is unavailable, the senior Sergeant will be in charge and compensated at the approved hourly detail rate for a Lieutenant.

*The OIC shall be the most senior Officer assigned to the detail, unless the assignment is declined, and then it shall revert to the next most senior Officer.

ARTICLE 32

COURT TIME/STANDBY/CASE FILING

- 32.1 An employee covered by this Agreement who at any time other than during his/her regular tour of duty is required to attend any court proceeding in criminal or civil matters on behalf of the Town resulting from his/her duty as a Police Officer, either as a witness or in any other official capacity, shall be entitled to overtime compensation for every hour or fraction thereof during which he/she was in such attendance or appearance, but in no event less than two (2) hours. If the employee's regular tour of duty ends more than two (2) hours prior to the commencement of the employee's court time, the employee will receive a minimum four (4) hours pay. Likewise, if the employee's regular tour of duty begins more than two (2) hours after the commencement of the employee's court time, the employee will receive a minimum four (4) hours pay. However, if the employee's regular tour of duty coincides with the employee's court time, the employee will not receive the four-hour overtime minimum described above. Rather, for the period of time when court time and regular duty time coincide, the employee will receive his/her regular rate of pay only. All checks for witness fees will be returned to the Town unless the employee uses his own transportation to go to and return from court. In that event, the employee may retain the mileage payment.

For the purpose of this article, if the officer is canceled by the Davie Court Liaison officer for a mandatory court appearance more than two hours prior to the scheduled court appearance, the officer will receive no compensation. If the officer is canceled more than one hour but less than two hours prior to the scheduled court appearance, the officer will receive two hours of overtime compensation. If the officer is canceled less than one hour prior to the court appearance, the officer will receive four hours of overtime compensation.

Note: This article pertains to mandatory court appearances and does not affect the compensation as outlined in the extended standby article. In addition, the officer will be considered contacted when the Davie Court Liaison either makes contact with the officer via the telephone or sets off the officer's pager.

- 32.2 An employee who is required to be on stand-by status in connection with a job-related court case will be provided with a beeper. Accordingly, the employee will not be required to remain at home in a constant state of instant readiness to appear in court. Such stand-by time will not, therefore, be considered as time worked and employees will not receive compensation (overtime or straight time) for such time. However, an employee shall receive compensation at the rate of

one and one-half (1-1/2) times his/her regular rate of pay for extended stand-by status. For purposes of this article, extended stand-by status is defined as stand-by time in excess of two (2) hours each day regardless of the number of cases for which the employee is on a stand-by status. For example, if an employee is on stand-by/extended stand-by status for one case from 9:00 a.m. to 11:00 a.m. (it does not matter if it is for one case or more than one case) and from 1:00 p.m. to 5:00 p.m. (again, it does not matter if it is for one case or more than one case), the employee will be on non-compensable stand-by status from 9:00 a.m. through 11:00 a.m. (two hour stand-by) and compensable extended stand-by status from 1:00 p.m. through 5:00 p.m. (four hours of extended stand-by) for which the employee shall receive overtime compensation at the rate of one and one-half (1-1/2) times his/her regular rate of pay.

- 32.3 On all “mandatory” subpoenas, the employee must appear in court. On all “stand-by” subpoenas, an officer’s stand-by stops automatically UNLESS he/she is notified by the Town’s Court Liaison Officer that he/she is on extended stand-by. When an officer has been notified that his/her stand-by status has ended, and the officer is directed to report for trial, then the officer will be entitled to court time, if at all, under the provisions of Article 32.2.

ARTICLE 33

HOLIDAYS

33.1 The following holidays will be granted to employees covered by this Agreement:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day
Employee's Birthday

33.2 Employees covered by this Agreement that work a four (4) day work schedule shall accrue ten (10) hours of holiday leave on each of the above designated holidays, for a total of one hundred ten (110) hours annually. For employees who work a five (5) day work schedule, they shall accrue eight (8) hours of holiday leave on each of the above designated holidays, for a total of eighty-eight (88) hours annually. Such holiday leave may be taken only with the prior approval of the Police Chief. The decision of whether to grant or deny requested holiday leave will be made in the Chief's sole discretion, provided that no reasonable request will be denied.

33.3.1 In addition to the foregoing holidays, employees covered by this Agreement shall be granted three (3) personal days equivalent to his/her regular work day hours. Personal days will be pro-rated during an employee's first year of employment. Using a fiscal year, an employee hired on October 1st through and including December 31st will accrue three (3) personal days. An employee hired after December 31st but before April 1st will accrue two (2) personal days. An employee hired on or after April 1st but before July 1st will accrue one (1) personal day. An employee hired after July 1st will not accrue any personal days. The first personal day must be taken within the first two (2) quarters of the year and the second and third personal days must be taken within the third and fourth quarters, respectively. Employees who have been employed as sworn law enforcement officers with the Davie Police Department for fifteen (15) years or more shall be granted two (2) additional Personal Days. For these employees, the first two (2) personal days must be taken within the first two (2) quarters of the year, the third and fourth personal days must be taken within the third

quarter, and fifth personal day must be taken within the fourth quarter. Personal days may be taken sooner or all at the same time. Personal days can only be taken on a day approved by the Chief in his/her sole discretion; no reasonable request will be denied. Personal days not taken prior to the end of the fiscal year will be forfeited.

- 33.4 If an employee covered by this Agreement is on paid authorized leave when a holiday occurs, that holiday shall not be charged against his leave (authorized leave refers to vacation, illness, injury, compensatory time etc.).
- 33.5 The Town will grant to employees one (1) bonus day for every six (6) months in which the employee does not utilize sick time, to a maximum of two (2) bonus sick days in a calendar year. The six (6) month period will be calculated from January 1st through June 30th and July 1st through December 31st.
- 33.6 Employees on terminal leave are not eligible (i.e., shall not be paid for or accrue) for holidays, personal days, and bonus days.

ARTICLE 34

VACATION

- 34.1 Effective December 8, 1993, employees covered by this Agreement who were hired on or before December 8, 1993, shall accrue paid vacations as follows:

Zero (0) to two (2) years employment -- 80 hours annually

Two (2) to four (4) years employment -- 120 hours “

Four (4) to six (6) years employment -- 140 hours “

Six (6) or more years employment -- 160 hours “

Employees covered by this Agreement who were hired after December 8, 1993, shall accrue paid vacations as follows:

Zero (0) to five (5) years employment -- 80 hours annually

Five (5) to ten (10) years employment -- 120 hours “

Ten (10) or more years employment -- 160 hours “

- 34.2 Generally, an employee may accumulate and carry over earned but unused vacation time from year to year. However, effective October 1, 1996, an employee may only carry over an amount of vacation time equal to two (2) times his annual rate of accrual. Any time in excess of this amount on each succeeding October 1st will be forfeited by the employee. For example, an employee who earns 80 hours of vacation time each year can have a maximum of 160 hours of vacation time on the books on each October 1st. Any amount in excess of 160 hours will be forfeited as of October 1st. The only exception to the above accrual limits would be in the unlikely event that the Chief of Police or his/her designee would not allow a timely request to use an employee's accrual time down to the mandated limits. This would only occur in the event of a major disaster in the Town which extended over many months, i.e., Hurricane Andrew and its impact on South Dade.

- 34.3 The estate of a deceased employee shall receive 100% of the value of accrued vacation and holiday leave, at the time of death, to be paid within thirty (30) days.
- 34.4 Upon termination of employment for any reason, the balance of all vacation time earned and accrued including overtime and holiday time accrued, will be converted into terminal leave.
- 34.5 Leave selection will be based on classification seniority, within the assigned shift, with administrative consideration subject to the needs of the department. Leave selection will occur after the yearly shift bid occurs for the period of October through April and in April for the period of May through September. During the leave selection, one "consecutive period" of leave time will be granted by classification seniority depending on assignment. Any other request for leave during the period will be granted on a first come/first served basis subject to the needs of the department.

ARTICLE 35

SPECIAL ASSIGNMENT AND DUTY PAY

- 35.1 Detectives will receive a differential of \$50.00 per month.
- 35.2 Motorcycle Officers will receive a differential of \$50.00 per month.
- 35.3 Training officers will receive a differential of \$50.00 per month.
- 35.4 Certified field training officers assigned by the Chief of Police will receive \$50.00 per month.
- 35.5 School Resource Officers and Police Academy representatives or officers who work five (5), eight (8) hour days, will receive \$100 per month assignment pay.
- 35.6 At no time will any employee covered by this agreement be compensated for more than two (2) special assignments regardless of their assignment.
- 35.7 Special assignment and duty pay will not be paid to any employee on terminal leave.

ARTICLE 36

WAGES AND LONGEVITY

36.1 The Town will make longevity payments as follows:

Seven (7) to ten (10) years of service	--	\$1,500 per year
Eleven (11) years of service and over	--	\$2,000 per year

Longevity payments will be based on the length of the employee's continuous service as a Sworn Officer with the Town, and will be paid on a pro-rated bi-weekly basis.

36.2 The pay plan will show three (3) amounts per pay grade step. Step a will be employee base pay. Steps b and c will effect the \$1,500 and \$2,000 longevity pay.

36.3 An employee obtaining a promotion from the position of Police Officer to Sergeant and Sergeant to Lieutenant will receive at least a five percent (5%) increase to his/her base salary.

36.4 A. Effective on the first full pay period in October 2001, the pay plan, including all steps and grades, shall be increased, across the board, by three percent (3%).

B. Effective on the first full pay period in October 2002, the pay plan, including all steps and grades, shall be increased, across the board, by three percent (3%).

C. Effective on the first full pay period in October 2003, the pay plan, including all steps and grades, shall be increased, across the board, by three percent (3%).

ARTICLE 37

TERMINAL LEAVE

- 37.1 Whenever an employee leaves the Town's employ, the employee's leave time will be converted into terminal leave in accordance with Articles 20.8, 20.9, and 34.4. The employee, although no longer actively working, will be, at the discretion of the Town Administrator or his/her designee, paid in lump sum or biweekly for their terminal leave as available up to a maximum of 80 hours per pay period until such leave is exhausted.
- 37.2 An employee utilizing terminal leave will continue to accrue sick and vacation leave at their regular accrual rates on any terminal leave used. Such accrued sick and vacation leave will be automatically converted into terminal leave in accordance with Articles 20.8 and 34.4.
- 37.3 An employee utilizing terminal leave will continue to receive health insurance pursuant to Article 23.1, 23.2, and 23.3 until their terminal leave is exhausted.
- 37.4 An employee utilizing terminal leave will continue to receive life insurance pursuant to Article 24 until their terminal leave is exhausted.

ARTICLE 38

SEVERABILITY CLAUSE

- 38.1 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.
- 38.2 The parties shall upon written demand enter collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section. Negotiations shall begin within a thirty (30) day time period.

ARTICLE 39

CHANGES OR AMENDMENTS

- 39.1 It is hereby agreed that this agreement contains the complete agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of the agreement except by the mutual consent in writing of the parties hereto.

ARTICLE 40

RETIREMENT

- 40.1 The parties agree that, with the exception of the items listed below, the Town will maintain its existing pension plan pursuant to current ordinance for the duration of this Agreement.
- 40.2 The parties have agreed to make the following changes to the existing pension plan:
- (a) Commencing with the first pay period in October 2003, the employee contribution will be increased to seven percent (7%).
 - (b) Effective on the first full pay period in October 2003, normal retirement will be three percent (3%) per year for the first ten (10) years of service, four percent (4%) per year for the next ten (10) years of service, and two percent (2%) per year for the next ten (10) years of service.
 - (c) Retirement will be computed upon base salary, longevity, and assignment pay only.
- 40.3 The proposed changes will be effective when the new plan has been approved by the State of Florida and properly adopted by the Town Council, but in no event will the effective date be later than ninety (90) days from the date this contract is approved by the Town Council and ratified by the Union.
- 40.4 The Union shall administer the elections of employee representatives as trustees on the Pension Board.
- 40.5 Retirement – Military and Pervious Police Service Buy Back:
The Town agreed to permit the buy back of up to four (4) years of service for the purposes of retirement. This service may have been in the form or previous military or police (law enforcement service) with any State, Municipal, or Federal agency. [Total buy back police plus military cannot exceed four (4) years].

All costs of this buy back shall be determined by the Pension Board's actuary and such costs shall be borne by the affected employee(s). The actuary will base the cost on the actuarial equivalent of the buy back.

The Pension Board may permit the buy back in either lump sum or over a multi-year timeframe not to exceed five (5) years and not to extend past the employee's retirement date. If the employee buys back over a period of time, additional interest at the rate the plan earns will continue to accrue on the unpaid balance.

An employee can vest only after completing ten (10) years of actual service as a sworn police officer with the Town.

40.6 Retirement - Application for Disability Retirement:

The Town agrees to propose the following to the Police Pension Board regarding a police officer's application for disability retirement:

- (a) Any police officer who believes that s/he is entitled to receive a disability retirement may make application to the Police Pension Board. The Board shall hear and consider the employee's application;
- (b) The Board cannot require that an employee resign or be separated by the Town as a condition of applying for disability retirement;
- (c) In the event the Town offers work to an officer who is claiming disability retirement, the officer can still request that the Pension Board consider whether the officer nevertheless qualifies as being disabled.
- (d) No employee may receive a disability benefit and also be an employee of the Town.

This is a procedural matter only. Nothing herein is to change the current definitions and/or entitlement for disability retirement.

40.7 The Town shall amend the Town of Davie Police Pension Plan ("Plan") to provide that bargaining unit members may enter the Delayed Retirement Option Plan (DROP) anytime during the period of time after reaching Normal Retirement date and up to five (5) years after that date. In no event can a member exceed twenty-five (25) years of creditable service if that member enters the DROP.

ARTICLE 41

LABOR-MANAGEMENT COMMITTEE

The Labor-Management Committee will be composed of up to three (3) members appointed by the Town Administrator or his/her designee, which will include the Town Administrator, and up to three (3) Union members who shall also be members of the bargaining unit. The committee will meet upon the request of either party within ten (10) days unless otherwise mutually agreed upon at a place established by the Town Administrator.

The purpose of the Labor-Management Committee is to facilitate communications between management and members of the union and to provide a forum to discuss law enforcement related activities. It is agreed that the Labor-Management Committee is not to be utilized as a substitute for the collective bargaining process or as a forum to discuss issues that should be discussed through the collective bargaining process.

ARTICLE 42

DRUG-FREE AND ALCOHOL-FREE WORKPLACE POLICY

- 42.1 The Town and the Union recognize that employee substance and alcohol abuse is a serious problem and has an adverse impact on Town government, the image of Town employees, the general health, welfare, and safety of Town employees, and the general public at large. Accordingly, the Town is adopting the following drug-free and alcohol-free workplace policy that meets the Federal Drug Free workplace Act and the Florida Drug-Free Workplace program. All current and future applicants and employees are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Because of state or federal laws and regulations, certain employees may be subject to additional requirements.
- 42.2 Unlawful manufacture, distribution, dispensation, selling or attempting to sell, purchase, possession or use of any controlled substances is prohibited both on duty and while off duty. Controlled substances include, but are not limited to amphetamines, barbiturates, cocaine, heroin, morphine, PCP, marijuana, hashish, and any other controlled substance listed in Schedules I through V of Section 202 of the Controlled Substance Act, 21 U.S.C. 812. Possession of unauthorized drug paraphernalia while on Town property is also prohibited.
- 42.3 While the Town understands employees and applicants under a physician's care may be required to use prescription drugs, use of said drugs that is not in accordance with the prescription and/or manufacturer's recommendations or any other abuse of prescribed medications will be dealt with on a case by case basis.
- 42.4 When employees have reason to know that the use of a particular medication may limit or impair their ability to perform their job -- e.g., based upon a doctor's advice or a warning label on prescription medication -- they should so notify their supervisor.
- 42.5 All employees are prohibited from using, possessing, distributing, dispensing, manufacturing, or purchasing alcohol while on duty, while on Town property, or on any work site. Consumption of alcohol while on duty, including lunch and break periods, is strictly prohibited. Employees are also prohibited from using or abusing alcohol off duty to the extent that such use or abuse tends to have an adverse effect on job performance or otherwise have an adverse affect on the Town's image or relationship with other employees or the public. Further, possession of alcohol on Town property (inside lockers, in Town vehicles, etc.) is

prohibited. This would exclude off-duty Town sponsored events such as picnics or Town parties and other exceptional circumstances (approved in advance in writing by the Town Administrator or designee), such as an undercover police officer consuming alcohol pursuant to an S.O.P. or with permission of his or her supervisor, or paramedics who possess alcohol for legitimate use. However, this does not relieve the employee from the responsibility of using moderation and judgment in the use of alcohol at all times.

- 42.6 Being under the influence of alcohol and/or drugs while on duty, including lunch and break periods, is prohibited. "Under the influence" shall mean use or abuse of those amounts of drugs, alcohol, or controlled substances which test at levels which meet or exceed those set forth in Section 12 of this Article or for those substances when no level is established in Section 12, which meet or exceed applicable federal or state limits.
- 42.7 The Town shall require an employee to submit to drug and/or alcohol testing whenever it has reasonable suspicion that an employee is in violation of this policy. Random testing may be conducted pursuant to the Florida Drug-Free Workplace program. The Town and the Union will mutually agree upon specific procedures for random testing prior to the initiation of said testing.
- 42.8 For the purposes of reasonable suspicion drug/alcohol testing, "reasonable suspicion" includes, but is not limited to, the following:
- A. Observable phenomena while at work, such as direct observation of drug use of the physical symptoms or manifestations of being under the influence of a drug, controlled substance or alcohol;
 - B. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance;
 - C. A report of an employee using drugs, controlled substances or alcohol, provided by a reliable and credible source;
 - D. Evidence that an individual has tampered with a test administered under this Article during his employment with the Town;
 - E. Evidence that an employee has, during his employment, violated the provisions of section two (2), above.

It is agreed that at least two (2) supervisors must agree that there is reasonable suspicion to require an employee to submit to testing under the Article. The employee will be ordered to submit to the drug and/or alcohol test by a

Lieutenant or higher ranking officer. The supervisors who confirm that there is reasonable suspicion to require an employee to submit to testing will reduce to writing the basis for their determination(s) by the end of their next working day.

- 42.9 Any employee who tests positive for alcohol and/or controlled substances, or who refuses to submit to testing, refuses to sign a consent form, fails to appear for testing, fails to cooperate and/or successfully complete rehabilitation programs and any required after-care programs, or tampers with the test specimen may be subject to disciplinary action, up to and including termination.
- 42.10 All job applicants given a conditional offer of employment will be tested for the presence of illegal drugs as a part of the application process. Any job applicant who refuses to submit to drug testing, refuses to sign a consent form, fails to appear for testing, tampers with the test specimen, or fails to pass the pre-employment drug test will be ineligible for hire. Such an individual may not reapply for employment with the Town for at least one (1) year from the date of the drug test.
- 42.11 Testing for drugs or illegal substances shall be done under the supervision of a "Medical review officer" ("M.R.O."). M.R.O. means a licensed physician who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information. Testing for drugs or illegal substances shall be done through a blood and/or urine analysis, intoxalysis, hair analysis, or other state or federally approved testing method. Testing for alcohol will be done through a blood analysis or through an intoxalyzer. Blood samples shall be taken to test for alcohol and/or drugs or other substances where it is generally accepted by medical and/or toxicological experts that testing for such substance is insufficiently accurate through urine samples or where testing of the substances through blood samples provides substantially greater accuracy. Urine samples shall be collected under supervision of the medical laboratory personnel in the following manner:
 - A. Urine sample collection will be unwitnessed unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.
 - B. Employees may inspect the container to be utilized for collection of the urine sample and may request a substitute container.

- C. Employees may observe the labeling, sealing, and packaging for routing of their urine samples by laboratory personnel.
- D. The laboratory shall maintain a record of the “chain of custody” of urine specimens.

In the event a urine specimen is tested as positive under the drug testing screen, as specified below, a portion of that sample shall be subjected to gas chromatography/mass spectrophotometry [GC/MS] testing. If the GC/MS confirmation test also is positive, the employee may request a portion of the urine sample to be supplied to a qualified laboratory for independent analysis, the cost of which will be paid by the employee.

- 42.12 Drugs, their metabolites, alcohol and other substances for which the Town will screen an employee’s urine and/or blood sample include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzoylecgonine), marijuana metabolites (delta-9-tetrahydrocannabinol-9-carboxylic acid), methaqualone, opiates, and phencyclidine, and propoxyphene. All testing shall be done by a state or federally approved laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry [GC/MS]. All GC/MS confirmed positive test results shall be reviewed by the M.R.O. for final determination of test results. Employees shall be required to document their legal drug and/or substance use, as required by the laboratory and/or M.R.O. Test results shall be treated with the same confidentiality as other medical records (except that they may be released to the Town, the Union [if applicable] in any proceedings held regarding any disciplinary action on account of a positive drug test result, and to any governmental agency). The affected employee must execute any required releases as a condition precedent to being able to challenge the Town’s compliance with this article and/or any aspect of the drug/alcohol testing procedure and/or results.

The levels used for employee drug tests will be consistent with those levels set forth under the applicable rules promulgated by the Florida Department of Law Enforcement (i.e. Rule 11B-27.0025, Fla. Admin. Code) and under the Florida Drug-Free Workplace Act (i.e., Rule 59A-24, Fla. Admin. Code), as amended from time to time. Those levels presently are as follows:

Drug Testing Standards

<u>Drug/Metabolite Test</u>	<u>Screening Test</u>	<u>Confirmation</u>
Amphetamines	1000 NG/ML	500 NG/ML
Barbiturates	300 NG/ML	150 NG/ML
Benzodiazepines	300 NG/ML	150 NG/ML
Cocaine	300 NG/ML	150 NG/ML
Marijuana	50 NG/ML	15 NG/ML
Methaqualone	300 NG/ML	150 NG/ML
Opiates	300 NG/ML	300 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML
Propoxyphene	300 NG/ML	150 NG/ML

An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%.

Other drugs and substances listed in Schedule I through V of Section 202 of the Controlled Substance Act, 21 U.S.C. 812 may be tested for on behalf of the Town. In any event, they will be tested at levels according to generally accepted toxicology standards.

- 42.13 Each employee shall have the right to challenge the Town's adherence to the contractual requirements of drug testing set forth herein in the same manner that the employee may grieve any managerial decision.
- 42.14 The Town, in its discretion, may discipline an employee for drug and/or alcohol use/abuse and/or the Town may offer rehabilitation to the employee. It is recognized that the Town must make its determination as to whether to discipline and/or attempt to rehabilitate an individual who tests positive for being under the influence of alcohol, drugs or illegal substances on a case-by-case basis. If the Union believes the Town has acted arbitrarily and capriciously in its determination of whether to recommend rehabilitation of an employee, the Union may grieve the Town's decision. In the event the Town offers to rehabilitate an employee, the Town may place the employee on administrative leave without pay or may permit the employee to utilize accrued leave during his or her period of rehabilitation. An employee who fails to complete the entire rehabilitation program, including follow-up care, may be terminated. Also, in the event the Town elects to rehabilitate an employee, the Town is only obligated to offer rehabilitation to an employee one time and future "relapses" may be dealt with by immediate termination.

- 42.15 If the Town offers an employee the opportunity to enter into a drug or alcohol rehabilitation program, the Town may require the employee to execute any and all appropriate consent/release forms so that the Town can certify that the employee is enrolled in the program, is completing it, has completed it successfully, and/or is attending any after-care program. The Town may require an employee to submit to random testing for up to two (2) years after the employee returns to work. All counseling or treatment provided for in this policy is to be at the employee's expense, however nothing shall preclude the employee from submitting his or her expenses for reimbursement in accordance with any appropriate medical plan sponsored by the Town.
- 42.16 It is the responsibility of each employee who observes or has knowledge of another employee in a condition which the employee is or appears to be impaired in the performance of his or her job duties or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report the fact to his or her immediate supervisor. Any employee who, in good faith based on reasonable suspicion, reports an alleged violation of this policy, or any supervisory or managerial employee who investigates or takes action in good faith based on reasonable suspicion, shall not be harassed, retaliated against, or discriminated against in any way for making reports or participating in any investigation or action based thereon.
- 42.17 Any employee who is convicted of a criminal drug statute violation, or of any law involving driving a motor vehicle while intoxicated on or off the job may be subject to immediate disciplinary action, up to and including termination. As used herein, the term "convicted" means a plea of guilty, a plea of "nolo contendere," or a finding of guilty (regardless of whether adjudication is withheld) by any judicial body charged with the responsibility to determine violations of federal, Florida or any other state criminal drug statute or law concerning driving while intoxicated.
- 42.18 Any employee who is arrested, charged and/or convicted of a criminal drug statute violation, or of any law concerning driving while intoxicated on or off the job must so notify the Town's Human Resources Director, in writing, no later than five (5) calendar days following such arrest, charge or conviction. It is the responsibility of the Human Resources Director to notify any federal agency with which the Town has a contract or grant as a condition of employment involving any employee convicted of any criminal drug statute for a violation occurring in the workplace within ten (10) days after receiving notice by the employee or by any other party.
- 42.19 Pursuant to an on-going drug and alcohol awareness program, the Town will periodically inform employees, formally and/or informally, of the dangers of

drug and alcohol abuse in the workplace, the Town's policy of maintaining a drug-free and alcohol-free workplace, available drug and alcohol counseling, rehabilitation and assistance programs, and that violation of the Town's policy may result in disciplinary action, up to and including termination.

42.20 A condensed bulletin of this policy will be posted on departmental bulletin boards and available in pamphlet form. The bulletin and pamphlet forms will both make reference to where the comprehensive policy may be viewed.

42.21 An employee who refuses drug or alcohol testing may be subject to disciplinary action up to and including termination.

ARTICLE 43

K-9/MOUNTED PATROL

- 43.1 Currently, the normal work week for canine officers is four (4) ten (10) hour days on duty followed by three (3) days off duty. For so long as canine officers are assigned to this schedule, the Town will continue the practice of providing canine officers with time off to care for their dog(s). For normal duty days, canine officers will be given one (1) hour off work without loss of pay in order to care for their dog(s). For normal days off, canine officers will receive one (1) hour of pay. During each two (2) week pay period, pay for off duty time will be paid five (5) hours at the officer's base rate of pay and one (1) hour at the officer's overtime rate of pay.
- 43.2 Designated K-9 officers will receive \$50.00 to board the dog during their annual vacation.
- 43.3 A. The Police Chief will periodically renew and evaluate the mounted unit. The Police Chief may, in his/her sole and exclusive discretion, disband the mounted unit.
- B. Whenever the Police Chief determines that it is appropriate to select an officer to serve in the mounted unit, the Police Chief will seek volunteers from among those persons the Chief deems appropriate and qualified.
- C. Any officer selected to serve as a mounted police officer for the Town permits and allows the Town to lease the officer's horse for One Dollar and 00/100 Cents (\$1.00) per year.
- D. During the period in which an officer serves as a mounted police officer for the Town, the Town will reimburse the officer for expenses associated with the following:
1. daily horse feed and water;
 2. expenditures for horse re-shoeing once every four-six (4-6) weeks, inclusive of shoes and costs associated with same;
 3. veterinary costs, inclusive of examinations, medication, and any necessary transportation.

- E. During the period in which an officer serves as a mounted police officer for the Town, the Town will provide insurance coverage for the horse through a policy of the Town's selection.
- F. Any officer selected to serve in the mounted unit for the Town agrees that a maximum of seven (7) hours per week outside of his or her regular work schedule are sufficient to care for, maintain and perform other tasks related to his or her mounted police horse, and that such time spent may include, but is not limited to:
 - 1. feeding the horse on a daily basis;
 - 2. grooming and cleaning the horse as needed;
 - 3. saddling and unsaddling the horse for duty;
 - 4. providing exercise and any necessary training for the horse;
 - 5. cleaning up after the horse and maintaining the horse's stable; and
 - 6. any other task required to care for or maintain the officer's horse not delineated in this agreement .
- G. Each officer selected to serve as a mounted police officer accepts and understands that seven (7) hours per week constitutes an adequate and reasonable amount of time to properly care for, maintain, and perform other tasks pertaining to his or her horse on a prospective basis. Any other time spent by the mounted police officer with his/her horse is done on a purely voluntary basis and is not compensable.
- H. Each officer selected to serve on a mounted unit accepts and understands that voluntary visits to the horse by the mounted police officer and/or a member of his/her family, for any purpose beyond those delineated in this agreement, will not constitute compensable time for purposed of the Fair Labor Standards Act, 29 U.S.C. § 206(a).

ARTICLE 44

AD&D

- 44.1 The AD&D policy the Town may offer its law enforcement officers will contain benefits in addition to those required by statute. Additional benefits will continue for the duration of the policy; the extended policy will be renewed only if it is financially advisable for the Town to do so. Non-renewal of the policy should in no way be construed to mean that the Town has violated the prevailing rights article of the collective bargaining agreement in that any benefits offered beyond those required by statute may be discontinued.
- 44.2 The Town will make available for review the policy in effect.
- 44.3 In addition to benefits required by state statute, the AD&D policy effective October 1, 1993 for the Town's law enforcement officers will offer the following:
- Heart and Circulatory Coverage.
 - Weekly Accident Indemnity – This will provide \$100.00 a week for up to 52 weeks. There is a seven-day waiting period, unless the disability goes beyond 20 days.
 - Day Care Benefit – This benefit provides up to \$2,000 per year for a maximum of two years for each child who is enrolled in a day care at the time an insured is intentionally killed.
 - Education Benefit – This benefit provides up to \$2,000 per year for a maximum of two years for each child who is enrolled in an institution of higher learning at the time an insured is intentionally killed.

ARTICLE 45

TERM OF AGREEMENT

- 45.1 This Agreement shall become effective upon ratification by both parties hereto, and shall remain in full force and effect through and including September 30, 2004.
- 45.2 In the event of a conflict between a Town ordinance or personnel rule and regulation and this contract, the provision in the contract will prevail.
- 45.3 All Letters of Understanding entered into between the Town and the PBA and/or FOP shall be null and void.

This Agreement is signed this _____ day of _____, 2002.

John Puleo
Staff Representative

Thomas J. Willi
Town Administrator

FOP Representative

Harry Venis, Mayor

FRATERNAL ORDER OF POLICE
DAVIE POLICE DEPARTMENT
LODGE #100

AUTHORIZATION TO DEDUCT

I hereby assign to the Town of Davie Police Department Fraternal Order Of Police, Lodge #100, from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the association and become due to it, my membership dues in said association. I authorize and direct you to deduct and withhold such amounts from my salary and to remit the same to said association. I hereby waive all rights and claims to said monies deducted and transmitted in accordance with this authorization and release my employer and all its officers from liability thereof. This assignment, authorization and direction shall be revocable at any time, upon thirty (30) days written notification to my employer and association.

DAVIE POLICE DEPARTMENT
Department

Name (print) & ID Number

Date

Amount deducted per pay period

Social Security Number

Signature of Employee

Appendix A